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**REQUEST FOR PROPOSALS (RFP) NO. 2020-014  
CMHA PROPERTY WIFI**

**INTRODUCTION**

**T** Columbus Metropolitan Housing Authority (hereinafter, “HA”) is a public entity, formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, in Columbus and Franklin County. CMHA is headed by a President & CEO and is governed by a Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and CMHA’s procurement policy. The Agency was brought into existence by resolution of the State of Ohio’s Board of Housing on May 8<sup>th</sup>, 1934. CMHA is a subdivision of the State of Ohio.

**C**urrently, the HA owns and/or manages: (a) 26 multi-family apartment complexes totaling 3,139 units; (b) eight senior complexes, totaling 733 units; and (c) four Service Enriched complexes, totaling 258 units. the HA also administers approximately 13,500 Section 8 Housing Choice Vouchers and manages the HUD Project Based Rental Assistance contracts covering 81,000 units in Ohio and Washington, D.C. through its subsidiary, Assisted Housing Services Corporation. The HA currently has approximately 125 employees.

**I**n keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the services specified herein to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

**RFP INFORMATION AT A GLANCE**

[Section No. 2]

<b>HA CONTACT PERSON</b>	Andrea Quinichett, Purchasing Manager 614.421.4434
<b>HOW TO OBTAIN THE RFP DOCUMENTS ON THE CMHA WEBSITE</b>	1. Access cmhanet.com 2. Click on the “Doing Business with Us” heading 3. Click on the “Purchasing Open Opportunities” heading If you have any problems in accessing or registering on the system, please call the Procurement Department at 614.421.4434
<b>PRE-PROSAL CONFERENCE</b>	Monday November 16, 2020 @ 10:00am <b>Join Zoom Meeting</b> <a href="https://us02web.zoom.us/j/87596259916?pwd=dnBtU2svaVFUNTVhWHd3K1RLajdzQT09">https://us02web.zoom.us/j/87596259916?pwd=dnBtU2svaVFUNTVhWHd3K1RLajdzQT09</a> Meeting ID: 875 9625 9916 Passcode: 969816
<b>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</b>	1. As directed within Section 3.0 of the RFP document, all pricing must be submitted separately, to <a href="mailto:feeproposal@cmhanet.com">feeproposal@cmhanet.com</a> . All technical responses must be submitted and received to <a href="mailto:technicalresponse@cmhanet.com">technicalresponse@cmhanet.com</a> no later than the submittal deadline stated herein (or within any ensuing addendum).
<b>PROPOSAL SUBMITAL RETURN &amp; DEADLINE</b>	Monday November 23, 2020 4:00pm Note: The “electronic copy” proposals and financial information must be received by the HA by no later than 4:00pm. on this date.
<b>ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS</b>	January 2021

**1.0 HA'S RESERVATION OF RIGHTS:**

- 1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days' written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the HA website, [www.cmhanet.com](http://www.cmhanet.com) and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 3 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

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**2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HA wishes to procure the service of a professional wireless internet provider for 23 of CMHA’s owned properties (2,166 units & 21 management offices) located in Columbus Ohio throughout Franklin County.

**2.1 Product and service minimum specifications**

- 2.1.1 100 MBS downloads speed
- 2.1.2 10 MBS uploads speed
- 2.1.3 Unlimited data plans
- 2.1.4 Must provide all required equipment (modem & router, etc..)
- 2.1.5 Must have hard wire connection to each unit with wireless option from hardwire connection
- 2.1.6 Must be able to service all 21 properties
- 2.1.7 Must be able to bill CMHA directly for all units
- 2.1.8 Billing must unit specific
- 2.1.9 Service must be installed and completed March 2021
- 2.1.10 Must be able to provide service without large scale construction or re-wiring of service lines or installation of new wireless equipment
- 2.1.11 Must provide all bandwidth details per unit
- 2.1.12 Must disclose all details related to throttling

**2.2 Addendum A: Property Unit Address**

**3.0 PROPOSAL FORMAT:**

**3.1 Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated and labeled with the corresponding reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

[Section No. 3]

RFP Section	Section No.	Description
3.1.1	1	<b>Form of Proposal:</b> This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.
3.1.2	2	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i></b> This Form is located on the CMHA website as an addendum to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.
3.1.2.1	2	<b>Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs:</i></b> This Form is located on

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		the CMHA website as an addendum to this RFP document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form:</b> The Profile of Firm Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed and submitted under this section as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this section documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, The proposer’s <b>ORGANIZATIONAL AND PERSONNEL BACKGROUND</b> , provide an overview of company, emphasizing its qualifications and major organizational strengths. In addition, respondent will provide a brief history of the company as well as listing of references where similar services were performed.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s <b>METHODOLOGY</b> , proposer shall describe their understanding of the project scope and their recommended approach to performing the services.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s <b>EXPERIENCE</b> , discuss the experience in providing services.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 4, The proposer’s <b>VALUE ADDED SERVICES</b> , explain (if applicable) any “Value Added Services” the respondent provides as a result of a partnership and how can these benefit the HA directly.
3.1.4.5		As detailed within Section 4.1, Evaluation Factor No. 5, The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> (including the comprehensive proposal as noted in this RFP), based upon the opinion of the evaluators.
3.1.4.6		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.7		The proposed quality control program;
3.1.4.8		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.9		A complete description of the products and services the firm provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability:</b> The proposer entity must submit under this section a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment B, <i>Profile of Firm Form</i> .

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		Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm and three (3) years of audited financial statements to include cash flow.
<b>3.1.6</b>	<b>6</b>	<b>Client Information:</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
<b>3.1.6.1</b>		The client's name;
<b>3.1.6.2</b>		The client's contact name;
<b>3.1.6.3</b>		The client's telephone number;
<b>3.1.6.4</b>		A brief description and scope of the service(s) and the dates the services were provided;
<b>3.1.7</b>	<b>7</b>	<b>Equal Employment Opportunity:</b> The proposer must submit under this section a copy of its Equal Opportunity Employment Policy.
<b>3.1.8</b>	<b>8</b>	<b>Subcontractor/Joint Venture Information (Optional Item):</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding sections must also be included for any major subcontractors (10% or more) or from any joint venture.
<b>3.1.9</b>	<b>9</b>	<b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

**3.1.11** If no information is to be placed under any of the above noted sections (especially the "Optional" sections), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.

**3.1.12 Proposal Submittal Method:** It is preferable that the proposer responds to this solicitation electronically. The proposer shall submit the all- inclusive technical portion of the response to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com), ensuring that all information requested in Section 3.0 Proposal Format are included.

**3.2 Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the HA where provided "Fee Sheet". The Proposer shall submit this sheet to [feeproposal@cmhanet.com](mailto:feeproposal@cmhanet.com). Do not submit, enter or refer to any fees or costs to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com). Any proposer that does so may be rejected without further consideration. A proposer must enter a proposed fee for each item--a "No Proposal" will not be allowed for any item, though a "No Charge" will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials;

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licensing; insurance; etc. All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firm.

[Section No. 4]

RFP Section	Item No.	Description (Site)
3.2.1	1	Cost per unit
3.2.2	2	Cost per management office
3.2.3	3	Equipment
3.2.4	4	Installation
3.2.5	5	Service Fees
3.2.6	6	Upfront Door Fee / Available Rebates
3.2.7	7	12 Month Ramp Up Schedule
3.2.8	8	Ramp Up Schedule Increases

**3.3 Additional Information Pertaining to the Pricing Items:**

**3.3.1 Quantities:** All quantities entered by the HA herein and within the corresponding Pricing Items on the noted Proposal Fee Sheet are for calculating purposes only. As may be further detailed herein, the HA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA shall have the discretion of awarding this contract to multiple contractors and shall retain the right to order from that/those contractor/s (successful proposer/s), on a task order basis, any amount of services the HA requires.

**3.3.1.1 Assumption:** It shall be the HA's assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 1-4 upon the proposed rates submitted by the proposer (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

**3.4 Proposal Submission:** All pricing must be submitted separately, to [feeproposal@cmhanet.com](mailto:feeproposal@cmhanet.com). All technical responses must be submitted and received to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com) no later than the submittal deadline stated herein (or within any ensuing addendum).

The submittal must clearly denote the above noted RFP number in the "subject" line. Proposals received after the published deadline will not be accepted.

**3.4.1 Submission Conditions:** DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal and the proposal shall be considered by the HA as if those additional marks, notations or requirements

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were not entered on such. By accessing the noted web addresses, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

- 3.4.2 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5 Proposer's Responsibilities--Contact with the HA:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.
- 3.5.1 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation— “substantive” meaning, when decisions pertaining to the RFP are made—between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.
- 3.6 Pre-proposal Conference:** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-sectioned submittal and feel comforted in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HA **will not** distribute at this conference any copies of the RFP documents:



**3.6.1 General Directions to the Pre-proposal Conference:**

Join Zoom Meeting

<https://us02web.zoom.us/j/87596259916?pwd=dnBtU2svaVFUNTVhWHd3K1RLajdzQT09>

Meeting ID: 875 9625 9916

Passcode: 969816

**3.7 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has received the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Section No. 6]

RFP Section	Attachment	Attachment Description
3.7.1	A	Form of Proposal
3.7.2	B	Profile of Firm Form
3.7.3	C	HA Instructions to Proposers & Contractors
3.7.4	D	Proposal Fee Sheet
3.7.5	E	Proposers Certification

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**4.0 PROPOSAL EVALUATION:**

**4.1 Evaluation Factors:** The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Section No. 7]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Objective	The <b>RATE SCHEDULE</b> , provide a listing of hourly billing rates for the rendering of services as requested in the SOW, “fix/repair” and additional programming.
2	10 points	Objective	The <b>UPFRONT DOOR FEE OR AVAILABLE REBATES</b> , provide pay outs, rebates or special office such as refunds, or opportunities to save HA money.
3	15 points	Subjective (Technical)	The proposer’s <b>ORGANIZATIONAL AND PERSONNEL BACKGROUND</b> , provide an overview of company, emphasizing its qualifications and major organizational strengths. In addition, respondent will provide a brief history of the company as well as listing of references where similar services were performed.
4	15 Points	Subjective (Technical)	The proposer’s <b>METHODOLOGY</b> , proposer shall describe their understanding of the project scope and their recommended approach to performing the services.
5	25 Points	Subjective (Technical)	The proposer’s <b>EXPERIENCE</b> , discuss the experience in providing services for the Wifi Service.
6	5 Points	Subjective (Technical)	The proposer’s <b>VALUE ADDED SERVICES</b> , explain (if applicable) any “Value Added Services” the respondent provides as a result of a partnership and how can these benefit the HA directly.
7	5 points	Subjective (Technical)	The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> (including the comprehensive proposal as noted in this RFP), based upon the opinion of the evaluators.
	100 points	100 points	<b>Total Points (other than objective preference points)</b>

**4.2 Evaluation Method:**

**4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).

**4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Section Form;
- 4.2.2.3 Written Narrative Justification Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;

- 4.2.2.5 Copy of all pertinent RFP documents.
- 4.2.3 **Evaluation Committee:** The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 **Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 **Potential “Competitive Range” or “Best and Finals” Negotiations:** The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HA in a timely manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 4.2.6 **Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HA's option, be conducted prior to or after the BOC approval.
- 4.2.6.1 **Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2.6.2 **Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).
- 4.2.7 **Award Recommendation:** It is anticipated that the final rankings will be forwarded to the HA Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee’s recommendation. Contract price

negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

**4.2.8 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.2.8.1** Which proposer received the award;

**4.2.8.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.8.3** The cost or financial offers received from each proposer;

**4.2.8.4** Each proposer's right to a debriefing and to protest.

**4.2.9 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

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5.0 **CONTRACT AWARD:**

- 5.1 **Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
- 5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted HA website, [www.cmhanet.com](http://www.cmhanet.com)”. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:
- 5.2.1 **Contract Form:** The HA is not obligated to contract on the successful proposer's form when a HA form is available, and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 5.2.1.1 Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.
- 5.2.2 **Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.
- 5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.
- 5.2.4 **Assignment:** The HA anticipates selecting one (1) qualified respondent to perform the services described herein.
- 5.2.5 **Contract Period:** The HA anticipates that it will initially award a contract for one (1) year with the option of four (4) one year renewals at the discretion of the HA, to be established after Board approval and award.

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- 5.3 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.3.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
  - 5.3.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
  - 5.3.3 An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
  - 5.3.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
  - 5.3.5 If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Columbus;
  - 5.3.6 If applicable, a copy of the proposer's license issued by the State of Ohio licensing authority allowing the proposer to provide the services detailed herein.
  - 5.3.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- 5.4 Right to Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.5 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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**6.0 ADDITIONAL CONSIDERATIONS:**

- 6.1 Required Permits and Licenses:** Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer to procure and provide such necessary permits or licenses.
- 6.2 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Ohio State Sales and Use Taxes and Federal Exercise Taxes. A letter of Tax Exemption will be provided upon request.
- 6.3 Official, Agent and Employees of CMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.4 Termination:** Any contract resulting from this RFP may be terminated under the following conditions:
- 6.4.1 By mutual consent of both parties, and**
- 6.4.2 Termination for Cause:** As detailed within Clause No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I - (Within or without Maintenance Work)*, attached hereto:
- 6.4.2.1** The HA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from the HA, fails to correct such failures within seven (7) days or such other period as the HA may authorize or require.
- 6.4.2.1.1** Upon receipt of a notice of termination issued from the HA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by the HA in the notice of termination.
- 6.4.2.1.2** The HA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not

obtained and continued at levels sufficient to allow for the expenditure.

- 6.4.3 Termination for Convenience:** In the sole discretion of the HA, the HA may terminate any and all contracts resulting from this RFP in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.
- 6.4.4** The rights and remedies of the HA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- 6.4.5** In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, the HA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to the HA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.



**HUD FORMS**

5369-B Instructions to Offerors Non-Construction  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>

5369-C (8/93), Certifications & Representations of Offerors  
Non-Construction Contract  
<http://www.hud.gov/offices/cpo/forms/hud5369c.pdf>

5370-C Sections I & II General Conditions for Non-Construction Contracts,  
(With or without Maintenance Work)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C2.pdf>

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**ATTACHMENT A: FORM OF PROPOSAL**

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

<b>X=ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS (each response shall include original signatures)</b>
_____	Section 1 Form of Proposal (Attachment A)
_____	Section 2 Form HUD-5369-C (located on the HA website) Form HUD-5369-A (located on the HA website)
_____	Section 3 Proposer’s Certification & Profile of Firm Form
_____	Section 4 Proposed Services
_____	Section 5 Managerial Capacity/Financial Viability, including resumes
_____	Section 6 Client Information
_____	Section 7 Equal Employment Opportunity Statement
_____	Section 8 Subcontractor/Joint Venture Information (Optional)
_____	Section 9 Other Information (Optional)

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_.  
If Yes, please submit Attachment G with supporting documentation.

**PROPOSER’S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Proposal Fee Sheet, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, on the noted HA website, [www.cmhanet.com](http://www.cmhanet.com), including an agreement to execute a Contract. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Proposal Fee Sheet pertaining to this RFP.

\_\_\_\_\_  
Signature                                  Date                                  Printed Name                                  Company

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**ATTACHMENT B: PROFILE OF FIRM FORM**

(1) Prime\_\_\_ Joint Venture/ Partner\_\_\_ Sub-contractor\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attached a brief biography/resume of the company, including the following information:  
(a) Year Firm Established; (b) Year Firm Established in (Jurisdiction); (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (Provide resumes for each under Section No. 3):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Section No. 3 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Identify the rate in which employees are paid:

POSITION WITHIN ORGANIZATION	MANNER OF PAY (HOURLY/COMMISSION, OTHER)

(8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_ Certified by (Agency): \_\_\_\_\_

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- (9) Federal Tax ID No.: \_\_\_\_\_
- (10) Columbus, Ohio Business License No.: \_\_\_\_\_
- (11) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (12) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (13) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (14) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (17) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

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<b>Signature</b>	<b>Date</b>	<b>Printed Name</b>	<b>Company</b>
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**ATTACHMENT C: INSTRUCTIONS FOR BIDDERS/PROPOSERS**

**SPECIAL CONDITION**

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

**SIGNATURE REQUIRED**

Any page format in which proposal pricing is stated must be signed in ink followed by the person's signature printed or typewritten. If the proposer is a firm or corporation, insert the corporate name followed by the signature and title of a person authorized to sign said proposal.

**PRINCIPALS, PARTNERSHIPS OR PROPRIETORS**

All proposers are required to attach to the proposal packet a list of all principals, partners or proprietors of the company along with the appropriate title and/or position of each person.

**TAXES**

Federal and/or State taxes are not to be included in prices quoted. The successful proposer will be furnished an exemption certificate if needed.

**PRICING**

Proposers are to quote firm prices unless otherwise noted in the specifications. In case of a discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price IN WORDS WILL CONTROL.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point, include freight estimate and full value insurance cost.

**ACCEPTANCE AND REJECTION**

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. CMHA reserves the right to reject any and all proposals, to waive technicalities, and to request a re-quote on the required materials and/or services. If more than one item is listed, prices shall be quoted on each unit. However, each item shall be considered a separate proposal and CMHA reserves the right to award a contract on each item separately proposed, or on all items as a whole or any combination thereof. Proposers whose proposal is made on an "all or none" basis must clearly state such fact in the proposal.

### **WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no Proposer shall withdraw or cancel his proposal for a period of sixty (60) days after said advertised closing time for the receipt of proposals.

### **SUBMISSION OF PROPOSAL**

Proposals must be submitted on the attached proposal page unless otherwise noted in the specifications. Blank spaces in the proposal must be completed and the phraseology is not to be changed. Any additional conditions, limitations, or provisions attached to the proposal may result in its rejection. It is important that all pages be in proper sequence. If the vendor does not wish to propose, the proposal should be so marked.

Proposals received prior to the time of the opening will be securely kept, unopened. No proposal received after the specified time will be considered except under the following conditions: if a proposal arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the awarding officer that late arrival was due solely to delay in the mails, such proposals will be received and considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified.

Proposals must be submitted in a sealed envelope and clearly state the Proposer's Name, Address, RFP number and RFP Submittal deadline date.

### **CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this proposal document will be on file in the office of the Purchasing Department no less than five (5) working days prior to the scheduled proposal closing. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of proposal documents. Total proposal or specific item cancellations may be issued later than the time specified above.

### **DELIVERY**

Time will be of the essence for any orders placed as a result of this proposal. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified. Delivery shall be made 8:00 a.m. to 4:00 p.m. Monday through Friday to the destination shown on the proposal.

### **QUALITY**

Unless otherwise stated by the proposer the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.

Reference to a particular trade, manufacturer's catalog or model number is made for descriptive purposes to guide the proposer in interpreting the requirements of CMHA. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However,

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the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

**SAMPLES**

Samples, when requested, must be furnished free of expense and, if not destroyed, will upon request be returned at the proposer's expense.

**INELIGIBLE PROPOSERS**

CMHA is prohibited from making any awards to contractors, subcontractors or firms who are on lists of those ineligible to receive awards from the United States, as furnished periodically by HUD. The current list of ineligible firms is available for inspection by prospective proposers at the offices of CMHA.

CMHA is required to procure contracts only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract CMHA will review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, record of past performance, and financial and technical resources.

**AWARD OF CONTRACT**

The contract will be awarded to the responsible proposer submitting the lowest proposal complying with the conditions of the Invitation for Proposal with equal consideration being given to the detailed action plan, provided his proposal is reasonable and it is to the interest of CMHA to accept it. CMHA will consider proof of success of procedures (i.e., references) in the final determination.

All specifications and proposal documents become a binding part of the contract.

**PERFORMANCE BOND**

All proposers will be required to furnish a performance bond for any service/construction proposals. The performance bond of 100% of the full amount of the contract, which secures the faithful performance of the contract, must be furnished at the time of the proposal closing. No exceptions will be granted without prior written permission of CMHA. Failure of the successful proposer to comply shall constitute a default. CMHA may either award the contract to the next reasonable proposer or re-advertise for proposals; and CMHA may charge against the proposer the difference between the amount of the proposal and the amount for which the contract for the work is subsequently executed.

**SUBCONTRACTORS**

The contractor shall not contract with any proposed subcontractor who has not been accepted by CMHA. The contractor shall notify CMHA in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by CMHA within ten (10) working days after receipt of said request. CMHA may, without claim for extra cost by the contractor,

disapprove any subcontractor for cause on the basis of its own determination or, because the contractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.

### **CANCELLATION**

CMHA reserves the right to monitor and evaluate the performance of a vendor, pursuant to this proposal, on a regular basis. Either CMHA or the vendor may terminate this contract upon a material violation of the terms herein, provided that the offended party issues written notice of the violation to the offending party.

### **PRE-PROPOSAL CONFERENCE**

Where advisable or in the Authority's interest a Pre-Proposal Conference will be conducted for all proposers as specified in the proposal advertisement (time and location). However, in lieu of the aforementioned, any proposer or prospective proposer interested in a pre-proposal conference may request one by contacting the Purchasing Agent. This conference shall be for clarification of procedures and requirements connected with the preparation of responsive proposals only.

### **MINORITY AND FEMALE BUSINESS ENTERPRISE POLICY**

As policy, the Columbus Metropolitan Housing Authority (CMHA) will aggressively seek to contract with minority and/or female business enterprises for at least fifteen percent (15%) of its annual dollar expenditures for construction, development and supply of goods and services. Initially, CMHA will seek to meet this goal by expanding and improving its contacts with appropriate minority and/or female business enterprises, so that more responsive proposals and competitive quotations can be solicited and received from such business enterprises. CMHA will, therefore, compile and maintain a master list of minority and female business enterprises (categorized and referenced by types of businesses) and related non-profit or service organizations. These businesses and specific groups will be kept informed, through outreach activities, regarding general and specific business opportunities with CMHA. Formal bidding through public advertisements will also be paid for or sponsored by CMHA with minority press and media as well as the major Columbus newspaper. Training sessions, focusing on both CMHA's general business practices and specific construction jobs or purchasing transactions, will also be conducted for the benefit of minority and/or female business enterprises on a regular basis. Actual contract awards for construction and purchasing will be recorded and monitored for minority and/or female business enterprise participation, and selected proposers will be expected to achieve their minority and/or female business enterprise commitments. Implementation duties for this policy will be delegated to the Minority Business/Contract Compliance Officer (for development activities) and the Purchasing Agent (for procurement activities), under the general supervision of the President\CEO.



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**ATTACHMENT D: PROPOSAL FEE SHEET**

	Year One	Years 2-5 (optional)
Monthly Wifi Cost (per unit)	\$_____	%___ increase
Monthly Wifi Cost (per management office)	\$_____	%___ increase
Equipment and installation per unit	\$_____	%___ increase
Upfront Door Fee/Available Rebates	\$_____	\$_____
Monthly Services Fee	\$_____	\$_____
Please include a 12 month ramp up schedule for year one	\$_____	
Monthly % increase each year for years 2	\$_____	\$_____

1. Any other expenses must be approved by Asset Management Team

**DISCOUNT OFFERED FOR EARLY PAYMENT:** \_\_\_\_\_ % if invoice paid within \_\_\_\_\_ days of properly submitted invoice.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**E-mail address (if available)**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

**ATTACHMENT E: Proposer's Certification**

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has fully authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
2. Proposer proposes to furnish and deliver all items, for which proposals were provided herein, as specified in the proposal, in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this proposal, all materials and supplies, which are described on the proposal worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by CMHA.
3. Proposer agrees that this proposal shall remain open and valid for at least a period of sixty (60) days from the date of the proposal opening, or as may be specified herein, and that this proposal shall constitute an offer, which, if accepted by CMHA and subject to the terms and conditions of such acceptance, shall result in a contract between CMHA and the undersigned Proposer.
4. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal.
5. Proposer, (the firm, corporation, partnership, or institution represented by the Proposer), or anyone acting for such firm, corporation or institution has not violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly this proposal to any competitor or any other person engaged in such line of business.
6. Proposer has not received compensation for participation in the preparation of the specifications for this solicitation.

SIGNED: \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT COMPANY NAME: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**ATTACHMENT G: SECTION 3 PARTICIPATION**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full-time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

_____	_____	
Authorizing Name and Signature	Notary	
_____	My term expires: _____	
Title		
_____	_____	_____
Signature	Date	Printed Name

**ATTACHMENT G: SECTION 3 PARTICIPATION**

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number of All Contracts Proposed: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Dollar Value of All Contracts Proposed: \_\_\_\_\_  
Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Proposal to Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program to Achieve These Goals for Economically and Socially Disadvantaged:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlined In Attached Exhibit.**

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)      DATE: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_

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**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature Date Printed Name

**ATTACHMENT G: SECTION 3 PARTICIPATION**

SECTION 3 BUSINESS PREFERENCE CLAUSE

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**ATTACHMENT G: SECTION 3 PARTICIPATION**

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

**Priority I**

**Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

**Priority II**

**Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

**Priority III**

**Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

**Priority IV**

**Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

**Priority V**

**Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

**Priority VI**

**Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

**Priority VII**

**Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

**Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concerns.